Deed Record, No. 208, Johnson County, Iowa

State of Iowa State of lowe ss;
Johnson County
On this 9 day of January, A.D., 1957, before me, the undersigned Mose Baker a
Notary Public in and for said County, personally apreared Earl L. Klenk and Louise
M. Flenk, husband and wife, to me personally known to be the identical persons,
whose names are affixed to the foregoing as Grantors, and acknowledged the
execution of the same to be their voluntary act and deed.
Witness my hand and Notarial Seal the date last above written.
Mose Baker

Notery Public in and for Johnson County, Iowa. My Commission expires July 4, 1957 Recorded this 12th day of January, A.D., 1957, at 11:25 A.M.

265 Adams County, Iowa To Thomas F. Hoye & Wife Quit Claim Deed Recording Fee \$1.00

KNOW ALL MEN BY THESE PRESENTS: That Adams County, Iows of the County of Adams and State of Iows in consideration of One and 25/100--\$1.25)--Dollars in hand paid by Thomas F. Hoye and Josephine K. Hoye, husband and wife of the County of Johnson and state of Iows does hereby REMISE, RELEASE and QUIT-CLAIM unto the said Thomas F. Hoye and Josephine K. Hoye, husband and wife all its right, title and interest in and to the following described premises, with all appurtenances thereunto belonging, situated in the County of Johnson and State of Iows to-wit: Lot Seven, Block Six in Lyon's Second Addition to Iows City as per recorded Plat thereof, Signed this 30th day of November A. D., 1951. In the Presence of

(Corporate Seal) ATTEST: Mrs. Otta A. Johnston County Auditor

Adams County, Iowa By: Francis M. Davis Chairman of Board of Supervisors

State of Iowa, Adams County, sa:
On this 30th day of November, 1951, before me, a notary public in and for said County, personally appeared Francis M. Davis to me personally known who being by me duly sworn did state that he is Chairman of theBoard of Supervisors of Adams Younty, Iowa, that the seal affixed to said instrument is the seal of said County and that said instrument was signed and sealed on behalf of said Adams County, Iowa by suthority of its Board of Supervisors and the said Francis M. Davis acknowledged the execution of said instrument to be the voluntary set and deed of said County by it voluntorily executed.

(Notorial Seal)

Byron B. Stanley Notary Public in and for Adams County, Iowa jones

Recorded this 14th day of January, A. D., 1957 at 11:20 A.M.

Trustee
339 Security Riceace Company/To State of Iowa Quit Claim Deed Recording Fee \$9.00

NOW AL' MEN BY THESE PRESENTS:
WHEREAS, The State of lows, through the State Fish & Game Commission, heretofore initiated a plan for creating a public State Park and Lake in Johnson County, Iowa, and in connection therewith negotiaed with the Iows City Chamber of Commerce for promotion of such park and acquisition of the necessary lands therefor: and WHEREAS, the said Chamber of Commerce entered into an arrangement with the Security Finance Company, a corporation of Iowa City, Iowa, and with its officers, to take full charge of the promotion of said project, and to do all things in relation thereto; and WHEREAS, the Security Finance Company agreed to promote said project as Trustee for said Chamber of Commerce and in connection therewith to acquire lands as such Trustee, and to furnish all funds therefor without cost or liability to said Chamber of Commerce or its members, and withfull power to buy or otherwise acquire title to lands and property which it might deem necessary or expedient, and with the further right to make gifts and grants of any such lands when acquired to the State of Iowa for the use and benefit of the State Fish & Game Commission, upon such terms and subject to such conditions and reservations as might be agreed upon between the Security Finance Company as Trustee and the State of Iowa, and to retain and otherwise dispose of any of such lands so acquired by said Trustee as it should elect in order to procure funds to repay it for any and all funds which might be expended or advanced by it in connocetion with the promotion of such park and lake.

of such lands so acquired by said Trustee as it should elect in order to procure funds to repsy it for any and all funds which might be expended or advanced by it in connecation with the promotion of such park and lake.

That pursuant to such plans and agreements the Security Finance Company, Trustee, grantor herein, did sequire large tracts of land in Johnson County, Iowa, for such purposes, setting aside for transfer to the State of Iowa certain tracts for and park area and retaining an area of approximately thirty (30) acres within the boundaries of the proposed park, which reserved area is now known and referred to as the Cottage Reserve to be subdivided into lots by Security Finance Company, Trustee, and sold to the public in order to furnish funds for reimbursement of the said Trustee. That the grantor as Trustee did make further expenditures in the development of the Cottage Reserve and did sells large number of lots, pursuant to said plans.

That five separate deeds of conveyance were executed by Security Finance Company, Trustee, and delivered to the said State of Iowa, the lands to be used solely for a State Park and Lake, and a Fish & Game Preserve; that the State of Iowa, in accepting said grant, and the deeds therefor, agreed to the reservation within the bark area of the said Cottage Reserve, and further agreed to restain conditions and reservations, including the maintenance of the dam and lake at a minimum depth, and agraeing that the grantor should have the right to declare a forfeiture of the grant and of the deeds of conveyance therefor in the event that the State of Iowa should fail to maintain the said bark and any as provided in said deeds; and

WHERTAR, since the execution and delivery of the said deeds and the creation of said park and cottage Reserve area and is now in the process of construction of a flood control dam of substantial y larger proportions at a point a short distance down the river from the said State Park.

That under flood conditions the Government Reservoir will overfl

State Park and the dam as now constructed; that the United States Government under its supreme right of eminent domain is now prepared to condemn the above State Park area, including the lake and Cottage Reserve, unless an agreement satisfactory to the

Government can be resched with the State of lows for the protection of said entire

Government can be reached with the states dovernment, as a part of the demands to be agreed upon, requires that the United States of Iows shall produce a quit claim deed from the Security Finance Combany, Trustee, in cancellation of conditions and reservations of the right to delare a forfeiture of the original five deeds of conveyance of said Park Area. That the said restrictions upon the State of Iowa, and the reservations providing for the right of forefeiture, were intended as an assumence that the said dam would be built, and the Park and Lake maintained, by the State; that a condemnation of the park area, including the Cottage Reserve, would result in the destruction of the Cottage Reserve area and cause irreperable damage to the owners of lots in the Cottage Reserve.

Cottage Reserve.

That the Trustee believes that it will be for the best interest of the State of Iowa, and in projection of the rights of the owners of lots in the Cottage Reserve, and of this Trustee, to execute and deliver to the State of Iowa a quit claim deed releasing all conditions and reservations relating to the rights of forefaiture, exact as hereinafter specifically stated.

NOW, THREFORE, in consideration of the sum of One (\$1.00) Dollar and other good

International content of the property of the property of the search of the form of the first from the property of the property degrees forty-four (44) minutes east three hundred sixty-one and four-tenths (361.4)

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feet; south eighty (80) degrees forty-four (44) minutes east one hundred twenty-eight and six-tenths (128.6) feet; north sixty-three (63) degrees fifteen (15) minutes east two hundred fifty-nine and five-tenths (259.5) feet; north fifty-nine (59) degrees thirty-six (36) minutes east one hundred nineteen and seven-tenths (119.7) feet; north seventy-three (73) degrees eight (8) minutes east one hundred ninety-three (193) feet; north saventy-three (65) degrees thirty-seven (37) minutes east three hundred fifty-two and four-tenths (352.4) feet; north seventy-sight (78) degrees forty (40) minutes east two hundred forty-three and three tenths (283.3) feet; north eighty-nine (80) degrees one (1) minute east one hundred forty-nine and six tenths (149.6) feet, all along the said proposed lake shore line to the east line of asid Southeast Quarter section; thence north along said east line one thousand eight-five and four tenths (1085.4) feet to the place of beginning; the tract excepted being reserved as a cottage site tract. Deed Dated September 10, 1934, recorded in Book 150, page 588, of said Deed Records, and conveying the following described real estate, to-wit;

The East Half of the Southeast Quarter of the Northwest Quarter (5852NW2) of Section Twenty-nine (29);

Also the Northwest Quarter of the Northeast Quarter (NW1NE2) of Section Twenty-nine (29); except beginning at a point 6.30 chains north of the southeast corner thereof, thence N 56° W 10.95 chains, thence N 12° W 8.56 chains to the north line of said section, thence east along said line 11.36 chains to the northeast corner of said Northwest Quarter of Northeast Quarter (NW2NE2), thence south to the point of beginning; also except all that cert thereof lying south of the public highway as now laid out and travelled;

Also the South Half of the Southwest Quarter of the Southeast Quarter (586W1SE2) also except all that cert thereof lying south of the public highway as now laid out and travelled;
Also the South Half of the Southwest Quarter of the Southeast Quarter (Sg8W\$SE\$) of Section Twenty-nine (29);
Also all that part of the North Half of the Northwest Quarter of the Northeast Quarter (NhNW\$NE\$) of Section Thirty-two (32) lying north of the public highway;
Also Lot one (1) of the Subdivision of the Southeast Quarter of the Northeast Quarter (SE\$NE\$) of Section Twenty-nine (29) as recorded in Plat Rook 1, page 69;
Recorder's Records of Johnson County, Iows;
All of the above real estate being in Township Eighty-one (81) North, Range Six (6) west of the Fifth P.M., except the east eleven (11) scree thereof ;except, however, that there is reserved to the grantor herein and its assigns, a right of way across said tract forty (40) feet in width and extending from a point approximately seven hundred thirty (730) feet south of the northwest corner of the Southwest Quarter of Said Section Twenty-eight (28) and extending northwesterly through said tract to connect with the public highway along the north site of and tract, such right of way to be laid out and aurfaced with crushed stone or gravel or other approved all-westher surface by grantee herein, to give sacess from the public highway to the tract platted as Cottage Reserve within the fish and game preserve herein after referred to; also reserving to grentor all of the buildings on said tract except the dwelling house, with the right to enter and remove same at any time prior to January 1st, 1935.

Dead dated December 28, 1934, recorded in Book 150, page 587, of said Deed Records. and travelled: public highway to the trant platted as Cottage Reserve within the fiel and gams preserve herein after referred to; also reserving to grantor all of the buildings on and tract except the dwelling bouse, with the right to a nter and remove anne stainy time prior to buildings and tract except the dwelling bouse, with the right to a nter and remove anne stainy time prior to be add ated December 28, 1934, resorded in Book 150, page 587, of said Deed Records, and conveying the following described real satate, to-wit:

The Northeast Quarter of the Northeast Quarter (NaNat) of said Section 29, thence south to s point 6,30 chains north of the southeast corner of the Northeast Quarter; (NaNat) of said Section 29, thence south to s point 6,30 chains north of the southeast corner of and Section 10,95 chains, thence North 12 degrees west 8,56 chains to the north line of said Section 29, thence east 11,36 chains to the hort line of said Section 29, thence east 11,36 chains to the place of beginning;

Also commanding at the southwest corner of the Southwest Quarter (SW1) of Section Twenty-one (21), thence wast 11,27 chains, thence northwesterly 18,15 chains to a roint four A) chains east of the west line of said Section 21, thence west four (A) chains, thence south to place of beginning;

Also the south half of the Southmest Quarter of the Southeast Quarter (SW2) feet north of the coutheast corner of Section Twenty (20); thence went four hundred minty—one (A91) fact, thence anoth one hundred eighty—nine (189) feet to the north line of the Southeast Cuarter (SW2);

Also a commanding at a point eight hundred seventy—five (SW2) feet north of the coutheast corner of Section Twenty (20); thence went four hundred minty—one (A91) fact, thence anoth one hundred eighty—nine (189) feet to the north line of the Southeast Quarter (SW2);

Also a set of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of the Northeast 42 minutes west 900.6 feet to the place of beginning.

It is the intention of the grantor by this instrument specifically to concel and relinquish any and all conditions and reservations with rights of forfeiture as contained in said deeds, and in any of them, except as herein reserved.

Deed Record, No. 208, Johnson County, Iowa

Dated this 22nd day of August, 1956. (Corporate Seal)

SECURITY FINANCE COMPANY, TRUSTER By A. A. Welt, President By F. Marjorie Anderson

JOHNSON COUNT

JOHNSON COUNTY
On this 22nd day of August, 1056, before me, the undersigned, a Notary Public in and for said County, personally appeared A. A. Welt and F. Marjoria Anderson, each of whom to me is personally known, and each of whom by me seve ally sworn on math for himmelf did say that the said A. A. Welt is President and the said F. Marjoria Anderson is Secretary of the said Security Finance Company, a corporation, and the seal affixed to the within and foregoing instrument is the corporate seal of the said corporation, and that the foregoing instrument was signed and sealed in behalf of the said corporation in its capacity as Trustee by authority of its Poard of Directors, and the said A.A. Welt as President, and F. Marjoria Anderson as Secretary did severally acknowledge the execution of said instrument to be the voluntary set and deed of said corporation as such Trustee.

WITNESS my hand and Notarial Seal the day and year last above written.

W. R. Rose

(Notorial Seal)

Recorded this 17th day of January, A. D., 1957 at 8:00 A. M.

a)

Recorded this 17th day of January, A. D., 1957 at 8:00 A. M.

************************************** Alo City Development Com-any, Inc. To C. J. Hutchinson & Wife Warranty Deed A Recording Fee \$1.20

KNOW ALL MEN BY THESE PRESENTS: That City Development Company, Inc., havings its principal rlace of business at Iown City in Johnson County and State of Inwa, a corporation organized and existing under the laws of Iowa, in consideration of the sum of One Dollar and other valueble consideration in hand paid do hereby CONVEY unto C. J. Hutchinson and Kathryn Hutchinson, husband and wife, the following described real eatate situated in Johnson County, Iowa, to-wit:

Lot 1, Block 4, Bel Air Addition to Iowa City, Iowa, according to the recorded plat thereof; subject to essements and restrictions of record.

Four Dollars and Forty, Cents Federal Revenue Stamps Affixed and Cancelled.

And said Corporation hereby covenants with said grantees, and successors in interest, that it holds said real estate by title in fee simple; that it has good and lewful suthority to sel' and convey the same; that said bremises are free and clear of all liens and incumbrances whatsoever, except as may be above stated; and it covenants. To Warrand and Defend the said premises against the lawful claims of all persons whomsoever, except as above stated.

Mords and bhrases herein, including acknowledgment hereof, shall be constructed as in the aingular or plural number, according to the context.

IN MITNESS WHETTOF said corporation has caused this instrument to be duly executed this 17th day of January, 1957.

CITY DEVELOPMENT COMPANY, INC.

By. M.D. McCreedy, Pres.

CITY DEVELOPMENT COMPANY, INC. By. M.D. McCreedy, Pres. By. Louis Burke, Sec,

STATE OF IOWA COUNTY OF JOHNSON

422 Myrtle & Leo Stinocher To Robert D. Rendell & Wife Quit Claim Deed Recording Fee:\$1.20

KNOW ALL MEN BY THESE PRESENTS: That Myrtle Stinocher and Leo Stinocher, wife and husband of Rock Island County, State of Illinois in consideration of the sum of One Dollar and other valuable consideration —— in hand paid do hereby Quit Claim unto Robert D.

Randall and Delores A. Randall, husband and wife, as joint tenents with right of survivor—ship and not as tenents in common, and to the survivor, his heirs and assigns, all our right, title, interest, estate, claim and demand in the following described real estate situated in Johnson County, Iowa, to wit:

The North Sixty (60) feet of the South One Hundred Thirty (130) feet of Outlot Three (3) in Beuter's Addition to Solon, Johnson County, Iowa, according to the recorded plat thereof.

Also described as follows:

Commencing at a point 70 feet north of the southeast corner on Towa Street of Out-

Also described as follows;

Commencing at a point 70 feet north of the southeast corner on Towa Street of Outlot 3, of A. J. Boutor's Subdivision of part of the southeast quarter of Southwest quarter and part of the northeast quarter of southwest quarter of Section 24, Township 81 North, Range 6 West of the 5th P. M., according to the plat thereof recorded in Book 43, page 51, deed records of Johnson County, Towe, thence west 315 feet to the west line of said Outlot 3, thence north 60 feet, thence east 315 feet to Towa Street thence south 60 feet to the point of beginning.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises

Words and phrases herein, including acknowledment hereof, shall be construed as in the singluar or plural number, and as femining or mesculing gender, according to the context.

Signed this 26 day of November, 1956

Myrtle Stinocher Leo Stinocher

State of Illinois County of Book Island as.

On this 26 day of November, A. D. 1956 before me, the undersigned, a Notary Public